



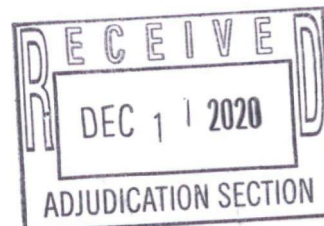
SNOW & GREEN LLP

HOLLY HAMM

DIRECT LINE: (713) 335-4808

EMAIL: holly@snow-green.com

December 9, 2020



VIA FEDERAL EXPRESS

Bureau of Ocean Energy Management
Bureau of Safety and Environmental Enforcement
Gulf of Mexico OCS Region & Atlantic Activities
1201 Elmwood Park Blvd.
New Orleans, LA 70123-2394
Attention: Adjudication Department

**Re: Baker Hughes Oilfield Services LLC / Cox Operating, L.L.C. / Federal Lease OCS-G 01084
located in West Delta Area at Block 74 / Plaquemines Parish, Louisiana**

Dear Sir or Madam:

Enclosed please find two copies of the above referenced recorded Affidavit and Sworn Statement in Support of Lien on Mineral Property Notice of Lien Claim and Statement of Privilege of Baker Hughes Oilfield Operations LLC affecting interests in the captioned lease filed in Plaquemines Parish, Louisiana. We offer the following information per your guidelines:

1. **Title of the document:** Affidavit and Sworn Statement in Support of Lien on Mineral Property Notice of Lien Claim and Statement of Privilege
2. **Identity of parties to the document:** Baker Hughes Oilfield Operations LLC, Cox Operating, L.L.C. and Energy XXI GOM, LLC
3. **Lease affected:** OCS-G01084
4. **Category under which the document should be filed:** 6

In order that third parties will be put on notice as to the lien claims made in the enclosed Affidavit, please file the Affidavit, together with a copy of this letter, in the lease record files of the captioned lease. Enclosed is a copy of the pay.gov receipt evidencing payment of the service fees associated with this request.

As evidence that the foregoing has been accomplished, please sign a counterpart of this letter in the space provided below and return it to the undersigned along with the date stamped copy of the Lien in the enclosed postage paid preaddressed envelope.

Thank you for your attention to this matter. If you have any questions or concerns, please do not hesitate to contact the undersigned.

Regards

Holly C. Hamm

HCH/bb
Enclosures

December 9, 2020

Page 2

Filing accomplished as requested:

Bureau of Ocean Energy Management
Gulf of Mexico OCS Region

By: _____

Date: _____

cc: **VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED**

Cox Operating, L.L.C. 1615 Poydras, Suite 830 New Orleans, Louisiana 70130	Cox Operating, L.L.C. c/o CT Corporation System, its Registered Agent 3867 Plaza Tower Dr. Baton Rouge, LA 70816
Energy XXI GOM, LLC 1021 Main, Suite 2626 Houston, TX 77002	Energy XXI GOM, LLC c/o CT Corporation System, its Registered Agent 3867 Plaza Tower Dr. Baton Rouge, LA 70816

Plaquemines Parish Recording Page

Kim Turlich-Vaughan
Clerk of Court
PO Box 40
Belle Chasse, LA 70037
(504) 934-6610

Received From :
Attn: HOLLY C. HAMM
SNOW & GREEN, LLP
PO BOX 549
HOCKLEY, TX 77447

First MORTGAGOR
COX OPERATING LLC

First MORTGAGEE
BAKER HUGHES OILFIELD OPERATIONS LLC

Index Type : MORTGAGE

File # : 2020-00004619

Type of Document : MATERIALMANS LIEN

Book : 781

Page : 96

Recording Pages : 16

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Plaquemines Parish, Louisiana.

On (Recorded Date) : 11/04/2020

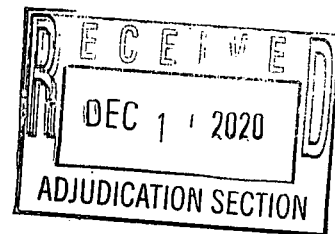
At (Recorded Time) : 10:41:57AM



Doc ID - 005351600016

CLERK OF COURT
KIM TURLICH-VAUGHAN
Parish of Plaquemines
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 11/04/2020 at 10:41:57
Recorded in Book 781 Page 96
File Number 2020-00004619

Deputy Clerk



Return To : Attn: HOLLY C. HAMM

COPY

**AFFIDAVIT AND SWORN STATEMENT
IN SUPPORT OF LIEN ON MINERAL PROPERTY
NOTICE OF LIEN CLAIM AND STATEMENT OF PRIVILEGE**

STATE OF LOUISIANA

§

§

PARISH OF PLAQUEMINES

§

Claimant:	Baker Hughes Oilfield Operations LLC
Contractor:	Cox Operating, L.L.C.
Operator of Record:	Energy XXI GOM, LLC
Owners:	Energy XXI GOM, LLC and any person or entity asserting a working interest in the Subject Property
Lease(s):	All leases associated with OCS-G Federal Lease No. 1084 located in West Delta Area at Block 74, including but not limited to No. D046 Well, Sidetrack 01
Area/Field:	West Delta Area
Adjacent Parish:	Plaquemines
Principal Amount Due:	\$7,133.00

TO RECORDING OFFICER: This instrument must be filed in the appropriate Lien
Records for your Parish.

Claimant

Baker Hughes Oilfield Operations LLC (hereinafter referred to as "Claimant") has, under contract, furnished materials and equipment and/or performed labor and services for and in connection with the digging, drilling, torpedoing, operating, completing, maintaining, testing, producing, reworking, abandoning or repairing of an oil and/or gas well on the oil, gas, and mineral leasehold hereinafter described. Such leasehold hereinafter described is located on the Outer Continental Shelf – Gulf of Mexico Region and is subject to the laws and regulations pursuant to 43 U.S.C.S. §1331 *et seq.* Claimant's above-described contractual obligations concerns the exploration, development and/or production of the leasehold under § 43 U.S.C.S. §1331 *et seq.*

Claimant's mailing address is as follows:

Baker Hughes Oilfield Operations LLC
c/o Christopher J. Ryan
P.O. Box 4740
Houston, TX 77210

Property Description

This lien claim, or privilege, is upon the following:

- (i) The operating interest under which the operations giving rise to the claimant's privilege are conducted together with the interest of the lessee of such interest in the following:
 - a. All wells located associated OCS-G Federal Lease No. 1084 ("Lease") located in West Delta Area at Block 74, including but not limited to the No. D046 Well, Sidetrack 01 (the "Subject Well"). The Lease is described in **Exhibit A-1** attached hereto. The Subject Well is described in **Exhibit A-2** attached hereto;
 - b. Tank(s), leasehold pipelines, and other construction or facility on the well site;
 - c. Movable(s) on the above-described well sites that is used in operations, other than a movable that is only transiently on the well site for repair, testing, or other temporary use; and
 - d. The tract of land, servitude and lease covering the well site of the operating interest upon which the above-described well is located, to include the Lease.
- (ii) The drilling or other rig (drilling platform) located at the well site of the operating interest if the rig is owned by the operator or by a contractor from whom the activities giving rise to the privilege emanate.

- (iii) The interest of the operator and participating lessee(s) in hydrocarbons produced from the operating interest and the interest of non-participating lessee(s) in hydrocarbons produced from that part of the operating interest subject to the privilege.
- (iv) The proceeds received by, and the obligations owed to, a lessee from the disposition of hydrocarbons subject to the privilege.
- (v) And upon any other property provided for in La. R.S. 9:4863.

The well, lease and all other property described under the heading Property Description above is collectively hereinafter referred to as the "Subject Property".

Owners

The names and addresses of the owners (or reputed owners) whose interest in the Subject Property is encumbered by this lien are as follows:

Energy XXI GOM, LLC
1021 Main, Suite 2626
Houston, TX 77002

and, any person or entity asserting a working interest in the Subject Property.

Operator

The name of the operator of the well as shown by the records of the Bureau of Safety and Environmental Enforcement is Energy XXI GOM, LLC whose address is 1021 Main, Suite 2626, Houston, TX 77002.

Statement of Claim

Cox Operating, L.L.C. contracted with Claimant to furnish materials, machinery, or supplies and/or perform labor and services on behalf of itself and other owners of interests in the Subject Property.

Attached hereto as **Exhibit B** are outstanding invoices setting forth: (1) the materials furnished and labor performed by Claimant; (2) the dates on which the labor was performed and materials were furnished; (3) the prices charged in connection with the labor and materials; and (4) the lease(s) and well with respect to which the labor was performed and materials were furnished. The labor and materials described in Exhibit B were furnished in connection with the digging, drilling, torpedoing, operating, completing, maintaining, testing, producing, reworking, abandoning or repairing of the Subject Well located on the Subject Property.

Claimant began furnishing materials and/or services in connection with the Subject Property on or about June 19, 2020. Claimant last furnished materials and/or services in connection with the Subject Property on or about June 19, 2020. All materials and/or services furnished by claimant to the Subject Property are, upon information and belief, secured under a single privilege under applicable law.

The amount of this claim is Seven Thousand One Hundred Thirty-Three and no/100 Dollars (\$7,133.00) principal, plus interest, costs of court and attorneys' fees equal to 10% of the principal amount claimed. Said amount is due and owing. All just and lawful offsets, payments, and credits, if any, have been made and allowed. The sum charged for the services and/or materials were at the time and place of performance, reasonable and were agreed upon by the parties prior to and/or at the time that the labor and materials were furnished.

Statutory Lien Claim

This Affidavit and Sworn Statement in Support of Lien on Mineral Property Notice of Lien Claim and Statement of Privilege is filed pursuant to 43 U.S.C.S. §1331 *et seq.*, and La. R.S. 9:4861 *et seq.* for the purpose of perfecting a lien upon 100% of the operating interest described above, including the interest of each working interest owner in the Subject Property, and their respective interest in all property thereon as provided in La. R.S. 9:4863, to secure the claim amount. Notice of and a copy of this Affidavit and Sworn Statement in Support of Lien on Mineral Property Notice of Lien Claim and Statement of Privilege was provided to the above-identified Owners and Operator by Certified Mail Return Receipt Requested.

Claimant reserves the right to file an Amended Lien.

*******REST OF PAGE INTENTIONALLY LEFT BLANK*******

SIGNATURE PAGE TO FOLLOW

Claimant:

BAKER HUGHES OILFIELD OPERATIONS LLC

By: Holly C. Hamm
Holly C. Hamm, Attorney-in-Fact

AFFIDAVIT

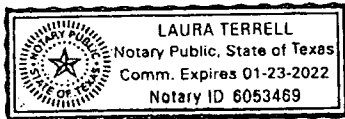
THE STATE OF TEXAS

COUNTY OF MONTGOMERY

I, Holly C. Hamm, Attorney-in-Fact under Limited Power of Attorney for Baker Hughes Oilfield Operations LLC, Affiant, do hereby state under oath that I have read the foregoing instrument and examined the Exhibits thereto, and that every statement contained therein, is based on matters within my personal knowledge, is true and correct, that the amounts claimed therein are due and owing, and that all just and lawful offsets, payments, and credits have been allowed.

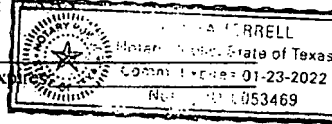
By: Holly C. Hamm
Holly C. Hamm, Attorney-in-Fact

SUBSCRIBED and SWORN TO BEFORE ME, the undersigned authority, by Holly C. Hamm, Attorney-in-Fact under Limited Power of Attorney for Baker Hughes Oilfield Operations LLC on this the 3rd day of November 2020.



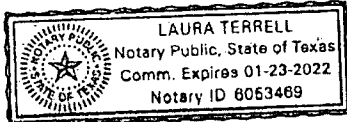
Laura Terrell
Notary Public in and for
the State of Texas

Printed Name:
My Commission Expires:



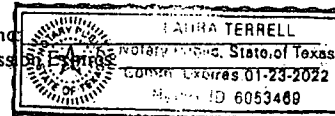
ACKNOWLEDGEMENT

This instrument was acknowledged before me on the 3rd day of November 2020, by Holly C. Hamm, Attorney-in-Fact under Limited Power of Attorney for Baker Hughes Oilfield Operations LLC, on behalf of said limited liability company.



Laura Terrell
Notary Public in and for
the State of TEXAS

Printed Name:
My Commission Expires:



Cash Bonus \$4,310,055.
Rental Rate \$3.
Minimum royalty rate \$3.
Royalty rate 1/8

Office NEW ORLEANS

Serial OCS-G-1084

OIL AND GAS LEASE OF SUBMERGED LANDS UNDER THE
OUTER CONTINENTAL SHELF LANDS ACT

JUN 1 1962

This indenture of lease entered into and effective as of _____, by and between the
United States of America, hereinafter called the lessor, by the Director, Bureau of Land Management, and

HUMBLE OIL & REFINING COMPANY
P. O. Box 1812
New Orleans 11, Louisiana

hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the Outer Continental Shelf Lands Act of August 7, 1953 (67 Stat. 462; 43 U. S. C., sec. 1331, et seq.), hereinafter referred to as the act, and to all lawful and reasonable regulations of the Secretary of the Interior (hereinafter referred to as the Secretary) when not inconsistent with any express and specific provisions herein, which are made a part hereof:

WITNESSETH:

SECTION 1. *Rights of lessee.*—That the lessor, in consideration of a cash bonus and of the rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove and dispose of all oil and gas deposits except helium gas in or under the following-described area of the outer Continental Shelf (as that term is defined in the act):

Block 74, West Delta Area, as shown on official leasing map La. No. 8,
Outer Continental Shelf Leasing Map, Louisiana Offshore Operations.

containing 5,000 acres, more or less (hereinafter referred to as the leased area), together with:
(a) the non-exclusive right to conduct within the leased area geological and geophysical explorations which are not unduly harmful to aquatic life;
(b) the right to drill water wells within the leased area and use free of cost, and to dispose of, water produced from such wells; and
(c) the right to construct or erect and to maintain within the leased area all artificial islands, platforms, fixed or floating structures, sea walls, docks, dredged channels and spaces, buildings, plants, telegraph or telephone lines and cables, pipelines, reservoirs, tanks, pumping stations, and other works and structures necessary or convenient to the full enjoyment of the rights granted by this lease;
for a period of 5 years and as long thereafter as oil or gas may be produced from the leased area in paying quantities, or drilling or well reworking operations, as approved by the Secretary, are conducted thereon; subject to any unitization or pooling agreement heretofore or hereafter approved by the Secretary which affects the leased area or any part thereof, the provisions of such agreements to govern the leased area or part thereof subject thereto where inconsistent with the terms of this lease.

SEC. 2. *Obligations of lessee.*—In consideration of the foregoing, the lessee agrees:

(a) *Bonds.*—To maintain at all times the bond required prior to the issuance of this lease and to furnish such additional security as may be required by the lessor if, after operations or production have begun, the lessor deems such additional security to be necessary.

(b) *Cooperative or unit plan.*—Within 30 days after demand, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing lands included herein as the Secretary may determine to be practicable and necessary or advisable in the interest of conservation which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce such wells as are necessary to protect the lessor from loss by reason of production on other properties or, in lieu thereof, with the consent of the oil and gas supervisor, to pay a sum determined by the supervisor as adequate to compensate the lessor for failure to drill and produce any such well. In the event that this lease is not being maintained in force by other production of oil or gas in paying quantities or by other approved drilling or reworking operations, such payments shall be considered as the equivalent of production in paying quantities for all purposes of this lease.

(2) After due notice in writing, to drill and produce such other wells as the Secretary may reasonably require in order that the leased area or any part thereof may be properly and timely developed and produced in accordance with good operating practice.

(3) At the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the area, field, or pool in which the leased area or any part thereof is situated, which is authorized or sanctioned by applicable law or by the Secretary.

(d) *Rents and royalties.*—(1) To pay rents and royalties as follows:

Rents.—To pay the lessor on or before the first day of each lease year commencing prior to a discovery of oil or gas on the leased area, a rental of \$3 per acre or fraction thereof.

Minimum royalty.—To pay the lessor in lieu of rental at the expiration of each lease year commencing after discovery a minimum royalty of \$3 per acre or fraction thereof or,

if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty, if the actual royalty paid is less than the minimum royalty.

Royalty on production.—To pay the lessor a royalty of 18-2/3 percent in amount or value of production saved, removed, or sold from the leased area. Gas of all kinds (except helium, and gas used for purposes of production from and operations upon the leased area or unavoidably lost) is subject to royalty.

(2) It is expressly agreed that the Secretary may establish reasonable minimum values for purposes of computing royalty on products obtained from this lease, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, or area, to the price received by the lessee, to posted prices, and to other relevant matters. Each such determination shall be made only after due notice to the lessee and a reasonable opportunity has been afforded the lessee to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which the production is obtained. When paid in production, such royalties shall be delivered at pipeline connections or in tanks provided by the lessee. Such deliveries shall be made at reasonable times and intervals and, at the lessee's option, shall be effected either (i) on or immediately adjacent to the leased area, without cost to the lessor, or (ii) at a more convenient point closer to shore or on shore, in which event the lessee shall be entitled to reimbursement for the reasonable cost of transporting the royalty substance to such delivery point. The lessee shall not be required to provide storage for royalty taken in kind in excess of tankage required when royalty is paid in value. When payments are made in production the lessee shall not be held liable for the loss or destruction of royalty oil or other liquid products in storage from causes over which the lessee has no control.

(4) Rentals or minimum royalties may be reduced and royalties on the entire leasehold or any deposit tract, or portion thereof segregated for royalty purposes may be reduced if the Secretary finds that, for the purpose of increasing the ultimate recovery of oil or gas, and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise provided by regulation or directed by the Secretary, to make rental, royalty, or other payments to the lessor, to the order of the Treasurer of the United States, and to tender such payments to the oil and gas supervisor, Geological Survey.

(f) *Contracts for disposal of products.*—To file with the oil and gas supervisor, Geological Survey, not later than 30 days after the effective date thereof, copies of all contracts for the disposal of lease products; provided that the supervisor may relieve the lessee of this requirement, in which event the contracts shall be made available

for inspection by the supervisor upon his request. Nothing in any such contract or in any approval thereof by the supervisor shall be construed or accepted as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas, royalty, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the regulations applicable to this lease.

(g) **Statements, plots, and reports.**—At such times and in such form as the lessor may prescribe, to furnish detailed statements and reports showing the amounts and quality of all products saved, removed, and sold from the leased area, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; also a plot showing development work and improvements on or with regard to the leased area.

(h) **Inspection.**—To keep open at all reasonable times for the inspection of any duly authorized representative of the lessor, the leased area and all wells, improvements, machinery and fixtures thereon and all books, accounts and records relative to operations and surveys or investigations on or with regard to the leased area or under the lease.

(i) **Diligence.**—To exercise reasonable diligence in drilling and producing the wells herein provided for; to carry on all operations in accordance with approved methods and practices including those provided in the operating and conservation regulations for the Outer Continental Shelf; to remove all structures when no longer required for operations under the lease to sufficient depth beneath the surface of the waters to prevent them from being a hazard to navigation; to carry out at expense of the lessee all lawful and reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost. *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond the lessee's control.

(j) **Freedom of purchase.**—To accord all workmen and employees directly engaged in any of the operations under this lease complete freedom of purchase.

(k) **Non-discrimination.**—Not to discriminate against any employee, or applicant for employment, because of race, creed, color or national origin, and to require an identical provision to be included in all sub-contracts relating to operations under this lease.

(l) **Assignment of lease.**—To file for approval with the Bureau of Land Management, within 90 days from the date of final execution, any instrument of transfer of this lease, or any interest therein, including assignments of record title, operating agreements, and subleases. Carried working interests, overriding royalty interests, or payments out of production, may be created or transferred without requirement for filing or approval. Instruments required to be filed shall take effect upon approval as of the first day of the lease month following the date of filing unless at the request of the parties an earlier date is specified in such approval.

Sec. 3. **Reservations to lessor.**—The lessor reserves:

(a) **Geological and geophysical exploration; rights-of-way.**—The right to authorize the conduct of geological and geophysical exploration in the leased area which does not interfere with or endanger actual operations under this lease, and the right to grant such easements or rights-of-way upon, through, or in the leased area as may be necessary or appropriate to the working of other lands containing the deposits described in the act and to the treatment and shipment of products thereof by or under authority of the United States, its lessees or permittees, and for other public purposes, subject to the provisions of section 5(c) of the act where they are applicable and to all lawful and reasonable regulations and conditions prescribed by the Secretary thereunder.

(b) **Leases of sulfur and other mineral.**—The right to grant sulfur leases and leases of any mineral other than oil, gas, and sulfur within the leased area or any part thereof, subject to the provisions of section 5(c), 8(d), and 8(e) of the act and all lawful and reasonable regulations prescribed by the Secretary thereunder. *Provided*, That no such sulfur lease or lease of other mineral shall authorize or permit the lessee thereunder unreasonably to interfere with or endanger operations under this lease.

(c) **Purchase of production.**—In time of war, or when the President of the United States shall so prescribe, the right of first refusal to purchase at the market price all or any portion of the oil or gas produced from the leased area, as provided in section 12(b) of the act.

(d) **Taking of royalties.**—All rights, pursuant to clause (3) of section 8(b) of the act, to take royalties in the amount or value of production.

(e) **Fissionable materials.**—All uranium, thorium, and all other materials determined pursuant to paragraph (1) of subsection (b) of section 5 of the Atomic Energy Act of 1946, as amended, to be peculiarly essential to the production of fissionable materials, contained, in whatever concentration, in deposits in the subsoil or seabed of the leased area or any part thereof, as provided in section 12(e) of the act.

(f) **Helium.**—Pursuant to section 12(f) of the act, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary.

(g) **Suspension of operations during war or national emergency.**—Upon recommendation of the Secretary of Defense, during a state of war or national emergency declared by the Congress or President of the United States after August 7, 1953, the authority of the Secretary to suspend any or all operations under this lease, as provided in section 12(c) of the act; *Provided*, That just compensation shall be paid by the lessor to the lessee.

(h) **Restriction of exploration and operations.**—The right, as provided in section 12(d) of the act, to restrict from exploration and

IN WITNESS WHEREOF:

WITNESSES TO SIGNATURE OF LESSEE

William O. O'Leary, Jr. P. O. Box 1812
New Orleans, La. 70112
James J. Ratz P. O. Box 1812
New Orleans, La. 70112

ATTEST: Asst. Secy.

operations the leased area or any part thereof which may be designated by and through the Secretary of Defense, with the approval of the President, as, or as part of, an area of the Outer Continental Shelf, need not be included in the lease; and so long as such designation remains in effect no exploration or operations may be conducted on the surface of the leased area or the part thereof included within the designation except with the concurrence of the Secretary of Defense; and if operations or production under this lease within any such restricted area shall be suspended, any payments of rentals, minimum royalty, and royalty prescribed by this lease likewise shall be suspended during such period of suspension of operations and production, and the term of this lease shall be extended by adding thereto any such suspension period, and the lessor shall be liable to the lessee for such compensation as is required to be paid under the Constitution of the United States.

Sec. 4. **Directional drilling.**—This lease may be maintained in force by directional wells drilled under the leased area from surface locations on adjacent or adjoining lands not covered by this lease. In such circumstances, drilling shall be considered to have been commenced on the leased area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the leased area, and production of oil or gas from the leased area through any directional well surfaced on adjacent or adjoining land or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations (as the case may be) on the leased area for all purposes of this lease. Nothing contained in this paragraph is intended or shall be construed as granting to the lessee any leasehold interests, licenses, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, licenses, easements, or other rights which the lessee may have lawfully acquired under the act or from the lessor or others.

Sec. 5. **Surrender and termination of lease.**—The lessee may surrender this entire lease or any officially designated subdivision of the leased area by filing with the Bureau of Land Management, a written relinquishment, in triplicate, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to abandon all wells on the area to be relinquished to the satisfaction of the oil and gas supervisor.

Sec. 6. **Removal of property on termination of lease.**—Upon the expiration of this lease, or the earlier termination thereof as herein provided, the lessee shall within a period of 1 year thereafter remove from the premises all structures, machinery, equipment, tools, and materials other than improvements needed for producing wells or for drilling or producing on other leases and other property permitted by the lessor to be maintained on the area.

Sec. 7. **Remedies in case of default.**—(a) Whenever the lessee fails to comply with any provision of the act or this lease or the applicable regulations in force and effect on the date of issuance of this lease, the lease shall be subject to cancellation as follows:

(1) **Cancellation of non-producing lease.**—If, at the time of such default, no well is producing, or is capable of producing, oil or gas in paying quantities from the leased area, whether such well be drilled from a surface location within the leased area or be directionally drilled from a surface location on adjacent or adjoining lands, this lease may be canceled by the Secretary (subject to the right of judicial review as provided in section 8(f) of the act) if such default continues for the period of 30 days after mailing of notice by registered letter to the lessee at the lessee's record post office address.

(2) **Cancellation of producing lease.**—If, at the time of such default, any well is producing, or is capable of producing, oil or gas in paying quantities from the leased area, whether such well be drilled from a surface location within the leased area or be directionally drilled from a surface location on adjacent or adjoining lands, this lease may be canceled by an appropriate proceeding in any United States district court having jurisdiction under the provisions of section 4(b) of the act if such default continues for the period of 30 days after mailing of notice by registered letter to the lessee at the lessee's record post office address.

(b) **Other remedies.**—If any such default continues for the period of 30 days after mailing of notice by registered letter to the lessee at the lessee's record post office address, the lessor may then exercise any legal or equitable remedy which the lessor may have; however, the remedy of cancellation of this lease may be exercised only under the conditions and subject to the limitations set out above in paragraph (a) of this section, or pursuant to section 8(f) of the act.

(c) **Effect of waiver of default.**—A waiver of any particular default shall not prevent the cancellation of this lease or the exercise of any other remedy the lessor may have by reason of any other cause or for the same cause occurring at any other time.

Sec. 8. **Heirs and successors in interest.**—Each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. **Unlawful interest.**—No member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 6741 of the Revised Statutes, as amended (41 U.S.C. sec. 22), and sections 431, 432 and 433 of Title 18 of the United States Code, relating to contracts made or entered into, or accepted by or on behalf of the United States, form a part of this lease so far as the same may be applicable.

THE UNITED STATES OF AMERICA

By: *James J. Ratz*
Manager, Bureau of Land Management
New Orleans Office
(Title) (Date) Form 04
HUMBLE OIL & REFINING COMPANY
By: *L. A. Farmer, Jr.*
L. A. Farmer, Jr. Agent & Attorney-in-Fact

U. S. GOVERNMENT PRINTING OFFICE 16-70874-1

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EQUAL EMPLOYMENT STIPULATION

NEW ORLEANS OFFICE
Office T-9003 Federal Office Bldg.
701 Loyola Avenue
New Orleans 12, La.

Serial Number
LS-G 1084

The undersigned agrees to the incorporation of the following stipulation in the above noted oil and gas lease:

Nondiscrimination Clauses. In connection with the performance of work under this contract the Lessee agrees as follows:

(a) The Lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The Lessee will, in all solicitations or advertisements for employees placed by or on behalf of the Lessee state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the Lessee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Lessee will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The Lessee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Lessee's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled in whole or in part and the Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The Lessee will include the provisions of the foregoing paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The Lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. *Provided, however,* that in the event the Lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Lessee may request the United States to enter into such litigation to protect the interests of the United States.

HUMBLE OIL & REFINING COMPANY

(Date)

(Lessee)

5-3-62

(Date)

By: *L. A. Farmer, Jr.*

L. A. Farmer, Jr.

(Lessee) Agent & Attorney-in-Fact

EXHIBIT A-2

Form 123B/123S - Electronic Version

Application for Sidetrack

Lease G01084 Area/Block WD 74 Well Name D046 ST 01 BP 00 Well Type D
Permit ID -12682 Operator 02375 Energy XXI GOM, LLC

General Well Information

API Well Number	177194043001	Kickoff Point	3500
Date of Request	02/14/2013	Approval Date	03/11/2013
Water Depth(ft.)	168	Drive Size(in.)	20
RKB Elevation(ft.)	97	Drive Depth(ft.)	421
		Req Spud Date	03/05/2013
		Mineral Code	H
		Subsea BOP	N

Proposed Well Location

SURFACE

LEASE(OCS)	G01083	Area/Block	WD 73	State Lease(if applicable)	
Entered NAD 27 Data		Calculated NAD 27 Departures		Calculated NAD 27 X-Y Coordinates	
Lon:	-89.70651763	E	1512		2520365.973315
Lat:	28.94742853	S	2804		105796.066818
Plan Information					
Control ID	R 5789	Lease	G01083	Area	WD
		Block	73	Well Name	D046 ST1

BOTTOM

LEASE(OCS)	G01084	Area/Block	WD 74		
Entered NAD 27 Data		Calculated NAD 27 Departures		Calculated NAD 27 X-Y Coordinates	
Lon:	-89.69715417	W	1503		2523380.994647
Lat:	28.94354694	S	1435		104427.273086
Plan Information					
Control ID	R 5789	Lease	G01084	Area	WD
		Block	74	Well Name	D046 ST1

Rig Information

RIG SPECIFICATIONS		ANCHORS N	
Rig Name	NABORS 17	ID Number	92502
Type	PLATFORM	Constructed Year	1955
Function	D	Refurbished Year	
Shipyards	NEW IBERIA		
RATED DEPTHS			
Water Depth	0	Drill Depth	22000
CERTIFICATES			
ABS	12/31/2016	Coast Guard	12/31/2016
SAFE WELDING AREA			
Approval Date		District	
Remarks	CG and ABS Cert Not required - platform rig, ABS and Coast Guard Letter not Applicable		

Geologic Information

H2S Designation	Absent	H2S TVD	
Geologic Markers			
Name		Top MD	
F-35		9944	

Question Information

Number	Question	Response	Response Text
1	Will you maintain quantities of mud and mud material (including weight materials and additives) sufficient to raise the entire system mud weight 1/2 ppg or more?	Y	
2	If hydrocarbon-based or synthetic-based drilling fluids were used, is the drilling rig outfitted for zero discharge, and will zero discharge procedures be followed?	N/A	
3	If drilling the shallow casings strings riserless, will you maintain kill weight mud on the rig and monitor the wellbore with an ROV to ensure that it is not flowing?	N/A	

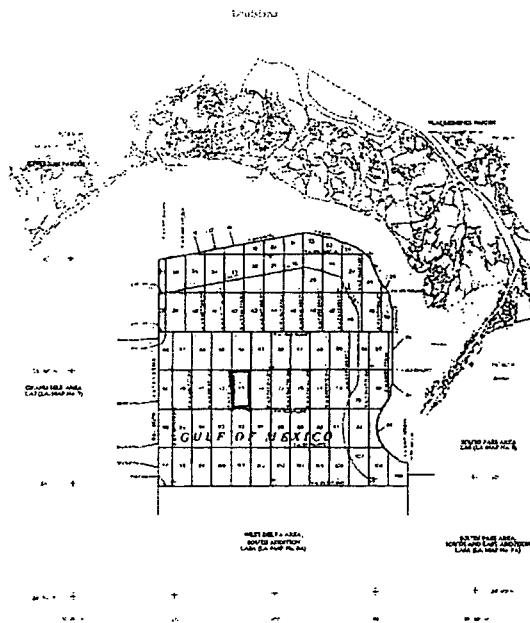
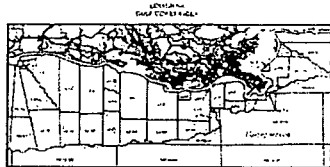
4	If requesting a waiver of the conductor casing, have you submitted a log to government agency G&G that is with in 500 feet of the proposed bottom hole location for the proposed surface casing point?	N/A	
5	Will the proposed operation be covered by an EPA Discharge Permit? (please provide permit number in comments for this question)	Y	GMG290329
6	Will all wells in the well bay and related production equipment be shut-in when moving on to or off of an offshore platform, or from well to well on the platform? If not, please explain.	Y	
7	Is the calculated daily volume possible from an uncontrolled blowout of this well greater than the daily volume included in the worst case discharge scenario in the approved oil spill response plan?	N	
8	Has the drilling rig been approved for the use of digital BOP testing? If yes, which version?	N	

Permit Attachments

There are no attachments available.

Well Design Information

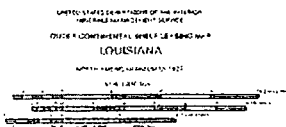
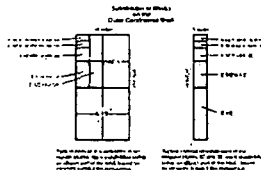
Interval Number 1		Type C				Name C		
Section Number	Casing Size (in)	Casing Weight (lb/ft)	Casing Grade	Burst Rating (psi)	Collapse Rating (psi)	Depth(ft)		Pore Pressure
						MD	TVD	
1	16	65	H40	1640	630	919	919	8.6
GENERAL INFORMATION		PREVENTER INFORMATION			TEST INFORMATION			
Hole Size(in)		18.5	Type		WBM	Annular Test(psi)		0
Mud Weight(ppg)		9	Size(in)		N/A	BOP/Diverter Test(psi)		250
Mud Type Code		WBM	Wellhead Rating(psi)		0	Mud Test Weight(ppg)		9
Fracture Gradient(ppg)		0	Annular Rating(psi)		0	Casing/Liner Test(psi)		250
Liner Top Depth(ft)		0	BOP Rating(psi)		0	Formation Test(ppg)		0
Cement Volume(cu ft)		431						
Interval Number 2		Type C				Name S		
Section Number	Casing Size (in)	Casing Weight (lb/ft)	Casing Grade	Burst Rating (psi)	Collapse Rating (psi)	Depth(ft)		Pore Pressure
						MD	TVD	
1	10.75	40.5	J-55	3130	1580	3500	3499	8.6
GENERAL INFORMATION		PREVENTER INFORMATION			TEST INFORMATION			
Hole Size(in)		13.5	Type		WBM	Annular Test(psi)		3500
Mud Weight(ppg)		9.5	Size(in)		13.625	BOP/Diverter Test(psi)		5000
Mud Type Code		WBM	Wellhead Rating(psi)		5000	Mud Test Weight(ppg)		9.5
Fracture Gradient(ppg)		13.3	Annular Rating(psi)		5000	Casing/Liner Test(psi)		2070
Liner Top Depth(ft)		0	BOP Rating(psi)		10000	Formation Test(ppg)		11.5
Cement Volume(cu ft)		1382						
Interval Number 3		Type C				Name P		
Section Number	Casing Size (in)	Casing Weight (lb/ft)	Casing Grade	Burst Rating (psi)	Collapse Rating (psi)	Depth(ft)		Pore Pressure
						MD	TVD	
1	7.625	29.7	P-110	9470	5350	9907	8077	9.7
GENERAL INFORMATION		PREVENTER INFORMATION			TEST INFORMATION			
Hole Size(in)		9.875	Type		WBM	Annular Test(psi)		3500
Mud Weight(ppg)		10	Size(in)		13.625	BOP/Diverter Test(psi)		5000
Mud Type Code		WBM	Wellhead Rating(psi)		5000	Mud Test Weight(ppg)		10
Fracture Gradient(ppg)		16.1	Annular Rating(psi)		5000	Casing/Liner Test(psi)		3800
Liner Top Depth(ft)		0	BOP Rating(psi)		10000	Formation Test(ppg)		11.5
Cement Volume(cu ft)		1648						
Interval Number 4		Type O				Name O		
Section Number	Casing Size (in)	Casing Weight (lb/ft)	Casing Grade	Burst Rating (psi)	Collapse Rating (psi)	Depth(ft)		Pore Pressure
						MD	TVD	
1						10944	8077	9.7
GENERAL INFORMATION		PREVENTER INFORMATION			TEST INFORMATION			
Hole Size(in)		6.75	Type		WBM	Annular Test(psi)		3500
Mud Weight(ppg)		0	Size(in)		13.625	BOP/Diverter Test(psi)		5000
Mud Type Code		WBM	Wellhead Rating(psi)		5000	Mud Test Weight(ppg)		0
Fracture Gradient(ppg)		16.1	Annular Rating(psi)		5000	Casing/Liner Test(psi)		0
Liner Top Depth(ft)		0	BOP Rating(psi)		10000	Formation Test(ppg)		0



All maps are based on the latest available data from the U.S. Geological Survey and the U.S. Navy. The maps are not to be used for navigation or other purposes without the approval of the U.S. Geological Survey and the U.S. Navy.

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The map is a reproduction of the original map. The map is not to be used for navigation or other purposes without the approval of the U.S. Geological Survey and the U.S. Navy.

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**Baker Hughes Oilfield Operations LLC**

Date 22-Jun-2020

Page 1 of 2

Invoice
Number: 911134176

Bill-to Address
COX OPERATING LLC XML
1615 POYDRAS ST, SUITE 830
NEW ORLEANS LA 70112
USA

Ship-to Address
OCSG 1084 D46 ST
WEST DELTA
74
OCSG 1084
WEST DELTA
FEDERAL WATERS AA 34005
USA

General Information

Amount Due: 7,133.00 USD
Terms of Payment: 30 Days Net
Payment Due Date: 22-Jul-2020
Terms of Delivery: EXW OUR PLANT
Mode of Transport: Truckload
Product Line: 70
Payer Number: 20075802

**Well Data**

Well Name: OCSG 1084
Well Number: D46ST
State/Country: Federal Waters / USA
County/Parish: WEST DELTA

BHI Well Ref. No.: 61555203
Block: 74
Field: WEST DELTA
Lease: OCSG 1084

Contact Information

Baker Hughes Oilfield Operations LLC
1100 Baker Hughes Drive
BROUSSARD LA 70518
USA
Contact: Mignon Castille Email ID: Mignon.castille@bakerhughes.com
Tel: + 1 337-359-6211

AFE#LOE CHARGE CODE: 51000.225

Item	Material	Description	Quantity	Unit Price	Extended Price (USD)
Order: 110467309 from 22-Jun-2020					
Purch. order no.: VERBAL from 18-Jun-2020					
000010	10001343	ZWS Field Specialist_SCSSV			
		SubSurf Safety Sys Service Technician			
		SERVICE- 24 HOURS	1 EA	2,692.50	2,692.50
000020	10283781	ZEC WASTE CLEAN-UP-SCSSV			
		Waste Clean-Up Charge	1 EA	475.00	475.00
000030	10005152	ZWF Miles/KM - SCSSV Service			
		Miles/KM - SCSSV Service			
		Mileage - Car or Pick-Up	430 EA	2.81	1,208.30
000040	10007771	ZB2 Hand Pump & Tool Box-Sub			
		Surface S			
		HAND PUMP & TOOL BOX			
		Rental - First Day	1 EA	704.00	704.00
000050	H826960009RT	ZRT1 ZLS9_CLSR ASSIST TL,			
		2.8"X2.312			
		CLOSURE ASSIST TOOL .625 IN NATIONAL			
		PIN UP RIGHT HAND THREAD UP .625 IN			
		NATIONAL BOX DOWN RIGHT HAND THREAD			
		DOWN			
		Rental - Initial Charge	1 EA	2,053.20	2,053.20

Please remit USD checks to: Baker Hughes, PO BOX 301057, Dallas, TX 75303-1057.
Wire Transfers to: JP Morgan Chase Bank, ABA # 021000021 Swift Code: CHASUS33, A/C 00100002022.
ACH payments to: JP Morgan Chase Bank, ABA # 111000614, A/C 00100151217.
Please email remittance advices to: ARCCASHAPPLICATION@BAKERHUGHES.COM

REORDERS made easy. Visit ShopBakerHughes.com/reorders



Baker Hughes Oilfield Operations LLC

Date 22-Jun-2020

Page 2 of 2

Invoice
Number: 911134176

Total Services	4,375.80
Total Rental	2,757.20
Total Charges	7,133.00
Final Amount (USD)	7,133.00



Total Charge USD 7,133.00

SST #: fanlbryj061820185841

Field Name : WEST DELTA
Well Master# : 0061555203
Well Name : OCSG 1084
Well # : D46ST
Lease# : OCSG 1084
Rig Name :
Rig # :

Sales Order #: 0110467309
Contract #:
Contract Type: ContractRet
Service Render Date: 18-Jun-20
Customer PO#: Verbal

Tel: 337-593-2700
Fax: 337-593-2701


Line	Unit	Description	Qty	Unit	Unit Cost	Amount
001013	10001343	ZWS Field Specialist_SCSSV	1.000	EA	2692.50	2692.50 USD
	SERVICE - 24 HR	Fr: 19-Jun-20 00:00:00 To: 19-Jun-20 00:00:00				
001025	10263761	ZEC WASTE CLEAN-UP-SCSSV	1.000	EA	475.00	475.00 USD
	WASTE CLEAN-UP	19-Jun-20 00:00:00				
001036	10005152	ZWF Miles/KM - SCSSV Service	430.000	EA	2.81	1208.30 USD
	MILEAGE-CAR/PICKUP					
001046	10007771	ZB2 Hand Pump & Tool Box-Sub Surface S	1.000	EA	704.00	704.00 USD
	RENT-1ST DAY	19-Jun-20 00:00:00				
001069	H82E950009RT	ZRT1 ZLS9_CLSR ASSIST TL, 2.8"X2.312	1.000	EA	2053.20	2053.20 USD
	RENTAL INITIAL CHRG					

Signature: _____ 1 of 2 C#:PO#:Verbal _____ SRDT:18-Jun-20 @ Baker Hughes Well:OCSG 1084 SST#:fantbry/061820185641 SO#:0110467309

Total Charge USD 7,133.00

Unless stated otherwise in Baker Hughes' SST, the prices set forth herein do not include any taxes and freight charges, which shall be separately stated in the invoice and paid by the customer to Baker Hughes.

Unless the parties have an active master service agreement in place which governs this transaction, Baker Hughes' Worldwide Terms and Conditions (attached) will govern the provision of all goods and services by Baker Hughes.

 6-19-2020

Signature For Baker Hughes
Dated:

Signature For Customer
Dated:

Customer Feedback -

Total Rentals USD 2,757.20
Total Services USD 4,375.80
Total Charge USD 7,133.00

Thank you for your business with Baker Hughes.

Cox Operating

Field _____
PLT/Well WD 73 ALL
AFE _____
Charge Code 51000-225
Approval [Signature]
Date 06/19/20